



GENERAL TERMS AND CONDITIONS

These are the General policies for BAUEvents.

These terms and conditions shall apply to all activities, quotes, offers and agreements done by or on behalf of BAUEvents.

The client accepts the applicability of these terms and conditions by entering into an agreement with BAUEvents.

1. 1. PROPOSALS AND DEALS

1.1 All offers and proposals of BAUEvents are valid for 15 days after quotation date, unless a different period is mentioned in the offer.

2. AGREEMENT

2.1 An agreement commences when the client accepts the proposal or offer from BAUEvents. An agreement arises after a written confirmation.

3. PAYMENT

3.1 Deposit: 30% of the amount of the contract shall be paid upfront and not later than 14 days after signing the agreement. The client will receive an invoice.

3.2 The final amount is calculated by BAUEvents following the actual worked hours and any other related costs according to the offer the client received. The client will receive an invoice no later than 5 days after the event. It must be paid within 14 days.

3.3. A client who fails to pay on time is defaulting the terms and conditions. BAUEvents reserves the right to subject any outstanding amount of the invoice to invoice factoring.

4. EXECUTION OF THE ORDER

4.1 All work will be done by BAUEvents to best knowledge and ability. For this, BAUEvents is depending on the information the client provides. BAUEvents determines the way in which the event project is run in full compliance with the client's wishes and requirements.

4.2 The planned event will take place at the agreed time and place regardless of the weather conditions. BAUEvents cannot guarantee the weather conditions or foresee any force majeure at the time and date of the event.



5. OBLIGATIONS OF THE CUSTOMER

5.1 The client ensures that BAUEvents has all the information necessary for a good and timely execution of the contract.

5.2 For any music that possibly is played at the event copyright fees are applicable, the summary of these costs are evaluated by Buma Stemra Foundation and will be paid by the client.

6. SUSPENSION AND TERMINATION

6.1 BAUEvents can repeal the contract if:

- The client does not fulfill his obligations entirely, on time, or at all.
- Due to delay on clients side BAUEvents can be no longer responsible to fulfill the agreement at the agreed conditions.

BAUEvents does not have an obligation to the client to pay for damages or expenses on the client's side.

BAUEvents will not be responsible for loss that occurred before, during or after the event of the client

7. CANCELLATION

7.1 In the event of a total or partial cancellation of the agreement, BAUEvents has the right to charge the client for the applicable rate:

- Costs for the worked hours and work done before the cancellation date
- Fee for (all) products ordered or services that cannot be canceled free of charge.

7.2 If the client is cancelling the event partially or in whole within 72 hours before the start of the event, the client accepts the agreed event management costs must be fully paid to BAUEvents additionally to all services booked, such as venue hire, A/V, Entertainment etc.

7.3 The cancellation date is the date on which BAUEvents received the cancellation in writing or by e-mail.

8. CONFIDENTIALITY AND PRIVACY

8.1 Both parties are required to maintain the concealment off all confidential information. Information is confidential if this is communicated by one party to the other party or if this results from the nature of the information.

8.2 BAUEvents operates in compliance with the General Data Protection Regulation (GDPR) and is keeping this in mind when processing the (personal) data of the client. There are no (personal) data shared with third parties unless:

- BAUEvents has the legal duty to share the (personal) data
- BAUEvents has the written permission by the client or individuals attending the event.



9. LIABILITY

9.1 BAUEvents is not liable for damages of any kind, which is due by or on behalf of the clients incorrect and/or incomplete data provided to BAUEvents.

9.2 BAUEvents is never liable for indirect damages including consequential, lost profits and damage due to business stagnation.

9.3 BAUEvents is only liable for direct damage if

- The reasonable costs to establish the cause and extent of the damage.
- The reasonable costs that are made to solve the faulty performance of BAU Events.
- The reasonable costs that are made to avoid or limit damage.

The client must be able to demonstrate that these costs have actually led to the limitation of direct damage.

10. COMPLAINTS

BAUEvents attaches great value to the successful implementation of the agreement. If the client has a complaint or a point of improvement, the client can submit a written statement to BAUEvents officially by sending it to the office address: Noordeinde 9 B, 2611 KE Delft or by e-mail (management@bauevents.com). BAUEvents will evaluate the complaint thoroughly and will investigate to find an appropriate solution and improvement to the clients' satisfaction. No rights apply to the submitted complaint or point of improvement.

11. APPLICABLE LAW AND DISPUTES

11.1 All agreements to which these general conditions relate to in whole or in part, is governed by Dutch law, jurisdiction Court of the Hague.

11.2 All disputes relating to or arising by BAUEvents and a foreign-based client, contracts will be decided by the Dutch court, with jurisdiction over the area in which BAUEvents is established.